

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KAREN HEPP,

Plaintiffs,

v.

FACEBOOK, INC., IMGUR, INC.,
REDDIT, INC., GIPHY, INC., WGCZ
S.R.O. AND DOES 1-10,

Defendants.

CIVIL ACTION

No. 19-CV-4034-JMY

**DECLARATION OF ROBERT SEIFERT IN SUPPORT OF DEFENDANT WGCZ A.S.'S
MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**

I, Robert Seifert, declare:

1. I am an administrative director of WGCZ, a.s. (“WGCZ”), and am a citizen and resident of Prague, Czech Republic. I have been an administrative director of WGCZ since 2014. I am personally familiar with WGCZ’s business, and the websites that it operates. I make this declaration of the following facts based upon my direct, personal knowledge, except to the extent that facts are stated upon information and belief, and would competently testify thereto if called as a witness.

2. I am a dual citizen of the Czech Republic and Canada and reside in Prague, Czech Republic. I have no U.S. property nor U.S. residences.

3. WGCZ is a Czech Republic corporation organized and existing under Czech Republic law with its principal place of business in Prague, Czech Republic.

4. WGCZ does not own or operate the website XNXX.com, or any other websites mentioned in the amended complaint in this case.

5. WGCZ never has had and does not now have an office in Pennsylvania, and it is not registered to do business in Pennsylvania. WGCZ has no Pennsylvania-based business operations, no Pennsylvania employees, owns no Pennsylvania property, rents no Pennsylvania property, and pays no Pennsylvania state taxes. WGCZ does not hold any Pennsylvania bank accounts, has no Pennsylvania mailing address or phone numbers, and does not have any designated agents residing in, domiciled in, or doing business from Pennsylvania. WGCZ also does not sell products or provide any services intentionally directed or aimed at Pennsylvania. None of WGCZ’s officers or directors reside in or are domiciled in Pennsylvania.

6. WGCZ has never filed a lawsuit in Pennsylvania, nor has it sought the protection of any Pennsylvania laws.

7. Prior to this case, when it engaged counsel to represent it in this matter, WGCZ had never hired any Pennsylvania-based individuals or companies for any business purpose.

8. WGCZ does not do advertising for its business directed at Pennsylvania or in any publications that are directed toward Pennsylvania residents.

9. I am also the administrative director of NKL Associates s.r.o. (“NKL”), a corporation organized and existing under Czech Republic law with its principal place of business in Prague, Czech Republic.

10. NKL is the owner and operator of the XNXX.com website and has been since 2014. The Terms of Service for XNXX.com publicly identify NKL as the provider of the website located at <https://www.xnxx.com/>. Attached hereto as Exhibit A is a true and correct copy of the Terms of Service for XNXX.com (accessed and printed on May 25, 2020). WGCZ has not owned, operated or otherwise had active involvement with the XNXX.com website since 2014.

11. It would be unreasonable to require WGCZ to defend this action in the courts within Pennsylvania for the following reasons:

- a. WGCZ does not own or operate the website XNXX.com, or any other websites mentioned in the amended complaint in this case;
- b. WGCZ does not have any continuous and systematic general business contacts within Pennsylvania;
- c. WGCZ did not expressly aim or purposefully direct any conduct relating to the amended complaint toward Pennsylvania or any Pennsylvania resident and, again, does not own or operate any website at issue in the amended complaint;

- d. WGCZ has not purposefully availed itself of the benefits or protections of the laws of Pennsylvania;
- e. WGCZ does not operate any servers in Pennsylvania;
- f. WGCZ has not received any revenue from any website, photograph or image at issue in this case; and
- g. Because WGCZ has no physical or business presence in Pennsylvania, it would be unduly burdensome for WGCZ to defend a litigation in this forum.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration is executed on the 28th day of May 2020 at Prague, Czech Republic.

By, 
Robert Seifert
WGCZ, a.s.

EXHIBIT A



(<https://www.xnxx.com/>)

XNXX TERMS OF SERVICE

Last Updated: April 15, 2020

1. Preamble

These are official terms and conditions and form a legally binding agreement between you and NKL Associates s.r.o. located at Krakovska 1366/25, 110 00 Prague, Czech Republic, ID: 023 30 482 (“**we**”, “**us**” and the “**Provider**”), the provider of the website located at <https://www.xnxx.com/> (<https://www.xnxx.com/>), regarding your use of the internet website located at <https://www.xnxx.com> (<https://www.xnxx.com>) and at <https://www.xnxx.gold> (<https://www.xnxx.gold>) (collectively, the “**Website**”). The Provider provides the services on its Website subject to the terms and conditions on this page, and by using the Website, you agree to these terms. Please read them carefully.

When using the Website, you are subject to any posted rules, community guidelines, statements or policies, including our Privacy policy. Such rules, guidelines, statements and policies are hereby incorporated by reference into these Terms of Service.

Through the Website and under the conditions stipulated in these Terms of Service, the Provider allow the users of the Website to watch videos or other material.

2. Access

By accessing the Website, you certify that:

- you are at least 18 years of age or the age of majority under the laws of your state, province or country; and
- you know and understand that the materials presented at and/or downloadable from the Website include explicit visual, audio, and/or textual depictions of nudity and explicit sexual activities; that you are familiar with materials of this kind; that you are not offended by such materials; and that by agreeing to these Terms of Services you are warranting to us that you are intentionally and knowingly seeking access to such explicit sexual materials for your own personal viewing; and
- you will use the Website solely for personal and non-commercial purposes; and
- you will not download, copy or distribute any part of the Website for any commercial purpose; and
- you will not alter, delete, add, change or edit any of these Terms of Services, and any such attempted alteration shall be void and of no effect.

3. User Account

To access some of the resources offered through the Website, you may be asked to create a user login account. In connection with creating a user login account for the Website, you agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the account registration form (such information being the “**Registration Data**”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete at all times while you are a registered user. You must promptly inform us of all changes, including, but not limited to, changes in your address and changes in your credit card used in connection with billing for the Website. If you provide any information that is untrue, inaccurate, not current or incomplete, or we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of the Website.

As part of the registration process, you will select a unique user name and password which you must provide in order to gain access to the non-public portions of the Website (including, without limitation, the “**GOLD**” tab premium content). You represent and warrant that you will not disclose to any other person your unique user name and password and that you

will not provide access to the Website to anyone who is below the age of majority in your jurisdiction. You are solely responsible for maintaining the confidentiality of your user name and password and are fully responsible for all activities that occur under your user name and password. We will not release your password for security reasons. You agree to (i) immediately notify us of any unauthorized use of your user name and password or any other breach of security; and (ii) ensure that you exit from your account at the end of each session. You are liable and responsible for any unauthorized use of the Website under your user account until you notify us by email regarding such unauthorized use. Unauthorized access to the Website is illegal and a breach of these Terms of Service. You may obtain access to your billing records regarding charges of your use of the Website upon request as may be required by law. You may be first required to provide information sufficient to confirm the applicable account belongs to you.

4. Free Content and Premium Content

Our Website is made up of a combination of content and features that are available to users free of charge and some that are only made available to users who have paid for a premium membership. Users who have purchased a premium membership will see a "GOLD" tab on the main display of the Website's homepage. Selecting the "GOLD" tab gives access to premium content that is only accessible to premium members ("**Premium Content**"). Content not appearing on the "GOLD" tab is made available to all users, free of charge.

All Premium Content, which is licensed from various third-party content owners, comprises proprietary information and valuable intellectual property of the third-party content owners who have provided the Premium Content, and those third-party content owners retain all right, title, and interest in the Premium Content. Accordingly, Premium Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without our prior written consent. You may not for any reason, at any time remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Premium Content. Modification or use of all or any portion of the Premium Content except as expressly provided in these TOS violates the Premium Content owners' intellectual property rights and may result in legal action against you for damages, including, without limitation, statutory damages. Neither title nor intellectual property rights are transferred to you by virtue of your access to the Website. You acknowledge and agree that, in order to access Premium Content, we may (i) require you to create a user login account for the Website; and/or (ii) charge you a fee.

5. Intellectual Property Rights

The Website, including without limitation, all content, media and materials, all Website's software, code, design, text, scripts, messages, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recordings, audio-visual works and recordings, slides, portraits, works of authorship, animated and/or motion pictures, interactive features, caricatures, likenesses, profiles, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Website, including, without limitation, the selection, sequence, 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world, and all of the foregoing, individually and/or collectively ("**Content**") and the trademarks, service marks and logos whether or not registered contained therein ("**Marks**"), are owned by or licensed by the Provider and/or its affiliates, and their advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors, subject to copyright and other intellectual property rights under the relevant governing laws and conventions. You may not copy, reproduce, distribute, broadcast, display, sell, license, or otherwise exploit the Content and/or Marks for any other purposes without the prior written consent of the respective owners.

Content on the Website is provided to you AS IS for your information and personal use only. You further agree that you will not:

- allow any third party, whether or not for your benefit, to reproduce, use, copy, modify, adapt, translate, create derivative works from, display, perform, publish, post, distribute, sell, license, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website) or otherwise exploit, any Content, without our express prior written consent; and
- publish falsehoods or misrepresentations that could damage Provider or any third party; and
- use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any Content from the Website, unless you are expressly authorized in

writing to do so by us; and

- use or launch any automated system that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser;
- collect or harvest any personally identifiable information, including account names, from the Website; and
- solicit, for commercial purposes, any users of the Website; and
- post advertisements or solicitations of business; and
- impersonate another person.

We do not endorse any Content licensed by third-party content owners and expressly disclaim any and all liability in connection with such Content. Provider does not permit copyright infringing activities or infringement of intellectual property rights on its Website, and will promptly remove content if properly notified of infringements (<https://info.xvideos.com/takedown>) on third parties' intellectual property rights.

If you are a copyright owner or an agent thereof and believe that Content infringes upon your rights, you may submit a takedown request with this form (<https://info.xvideos.com/takedown>) containing the following information:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; and
- a description identifying the material claimed to have been infringed and that is to be removed or access to which is to be disabled, and the location where the original or an authorized copy of the material exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.); and
- information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number and, if available, an electronic mail; and
- a statement that you have a good faith belief that use of the material, in the manner complained of, is not authorized by its rightful owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are the rightful copyright owner or that you are authorized to act on behalf of the owner's behalf.

You acknowledge that if you fail to comply with all of the requirements of this section, your take down request may not be valid. Please note that we regularly provide your name, contact information, as well as the contents of your takedown request to third-party content owners who have licensed to us the the content you are reporting. In the case that you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question.

The Counter-Notification Process

When the content you are reporting has been removed, we shall notify the third-party content owner who have licensed to us the content of this removal, including by providing the contact information of the person or entity sending the takedown request.

The third-party content owner then has five (5) days to submit a counter-notification to the Website, explaining why the original takedown notice was sent in error.

For the Website to consider a content owner's counter-notification, it must include the following:

- A physical or electronic signature of the content owner; and
- Identification of the material that has been removed by providing one or more URLs where the material was previously available; and
- A statement under penalty of perjury that the content owner has a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The content owner's name, address, and telephone number; and
- A statement that the content owner consents to the jurisdiction of the federal District Court for the judicial district in which the user is located, or if the user's address is outside of the United States, for any judicial district in which the Website may be found; and
- A statement that the content owner will accept service of process from the person who sent the notice of alleged infringement or an agent of such person.

Counter-notifications that do not satisfy all of these elements are ineffective and may not be considered by the Website. Please note that we will send any complete counter-notifications we receive to the person who submitted the original takedown request. That person may elect to file a lawsuit against the content owner for copyright infringement. If we do

not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of counter-notification, we will restore access to the removed materials. Until that time, the marked material will remain inaccessible. We will provide a copy of the original takedown request if asked.

You understand that when using the Website, you will be exposed to Content from a wide variety of sources, and that Provider is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, indecent, offensive, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Provider with respect thereto, and agree to indemnify and hold Provider and its owners, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

7. Fees and Billing

You agree to pay all membership fees when due according to the billing terms. We post the current membership fees for the XNXX.GOLD service as part of the account registration process. We reserve the right to change membership fees at any time, with prior notice to you. At the time of account registration, you must select a payment method. We reserve the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. Your account will be deemed past due if it is not paid in full by the payment due date. If your account becomes past due, you agree to pay interest on the past due amount at a monthly rate of 1.5%, or the highest amount allowed by law, whichever is lower, compounded daily, plus any additional collection costs, credits, charge backs and attorney's fees. Your credit card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. You are responsible for reimbursing us for all credit card charge backs, dishonored checks, and any related charges. You authorize us and our agents to make payments for the services provided to you through the Website by automatic check debit and credit card on your behalf. You hereby agree not to falsely report the credit card or check card lost or stolen, without good reason that it is lost or stolen, that you have used for payment of our goods or services, including subscriptions. Such fraudulent reporting to avoid payment for goods or services that you or anyone under your authority has made to us when you have an outstanding charge to us shall make you liable to Provider for \$25,000 in liquidated damages. This liability for liquidated damages is in addition to any other liability you may incur for breaches of any other provision of these TOS. If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within 30 days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. We do not provide cash refunds. We do, however, grant credits in the form of free monthly memberships to resolve customer service issues. The billing system used by Provider or our authorized agents provides extensive credit card fraud protection measures and the Website includes many features to protect users from accidental charges. Therefore, refunds to your credit card will be provided only under the rarest of circumstances, such as persistent technical problems originating with our equipment.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, AND/OR
- UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, AND/OR
- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, AND/OR
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.
- SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT

PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

PROVIDER PROVIDES ITS SERVICES "AS IS" AND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROVIDER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

9. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US (IF ANY) TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN). IN NO EVENT SHALL PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER RESULTING FROM ANY:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, AND/OR
- UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, AND/OR
- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, AND/OR
- BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT PROVIDER SHALL NOT BE LIABLE FOR CONTENT ON THE WEBSITE OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN ALL CASES, PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

10. Notices to XNXX

General inquiries regarding the Website and services provided by the Provider may be made by using [this online form \(https://info.xvideos.com/contact\)](https://info.xvideos.com/contact).

The Provider respects the intellectual property rights of third parties. If you wish to send a copyright infringement notice, please use our procedures and submit a takedown request with [this form \(https://info.xvideos.com/takedown\)](https://info.xvideos.com/takedown). Failure to use Provider's online form for alleged copyright violations may delay our review.

Contact for other content-related issues, such as reporting inappropriate content can be [made here \(https://info.xvideos.com/contact\)](https://info.xvideos.com/contact).

It is important to use the right form or contact method as failing to do so could slow down your request or even cause it to be left unnoticed.

11. VENUE AND JURISDICTION, CHOICE OF LAW, ARBITRATION

You agree that the Terms of Service, your use of the Website, as well as any claim relating to, arising out of, or in connection with the Terms of Service and your use of the Website, shall be governed by the laws of the Czech Republic without regard to conflict of law provisions.

You further agree that you shall endeavor to resolve any and all claims relating to, arising out of, or in connection with the Terms of Service or your use of the Website by engaging in amicable consultations with the Provider for no less than thirty (30) calendar days. Those amicable consultations shall commence upon Provider's receipt of a notice of dispute containing sufficient information to identify you and the basis of your claim. The notice of dispute must be sent by registered mail to the registered address of the Provider: NKL Associates s.r.o., Krakovska 1366/25, 110 00 Prague, Czech Republic.

a) If the dispute cannot be resolved by amicable consultations and you are not a consumer, it shall be submitted by either party to the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic ("Arbitration Court"), except for disputes in which the Czech state courts have exclusive jurisdiction under Czech law.

Arbitral disputes shall be resolved by a panel of three arbitrators in accordance with the Arbitration Rules of the Arbitration Court in effect at the time the notice of dispute was received by the Provider. The resulting arbitral award shall be final and binding on the parties. The seat of the arbitration shall be Prague, Czech Republic. The proceedings shall take place in Prague, Czech Republic, and the language of arbitration shall be English.

b) if the dispute cannot be resolved by amicable consultation and you are a consumer, i.e. any person who enters into a contract with the Provider outside his business or outside his independent occupation or deal with him in a different way, you may submit the motion for the extrajudicial handling of such dispute to the designated authority for extrajudicial handling of the consumer disputes, which is Czech Trade Inspection Authority (www.coi.cz).

The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> (<http://ec.europa.eu/consumers/odr>) can be used to resolve disputes arising from contracts on service provision concluded on-line between a consumer with residency in the European Union (hereinafter referred to as the "EU") and a trader established in the EU.

The disputes in which at least one of the party to the dispute is a consumer, shall be submitted to the Czech general courts, which have an exclusive jurisdiction under the Czech law.

The parties hereto each acknowledges and agrees that it is their intent that arbitration and litigation between the parties will be of the parties' individual claims, and that none of their respective claims may be arbitrated or litigated on a class-wide basis.

12. General

These Terms of service, the Privacy policy, the rules as written on the upload form, and any other legal notices published on the Website, shall constitute the entire agreement between you and the Provider. If any provision of these terms of service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of service, which shall remain in full force and effect. No waiver of any term of these Terms of service shall be deemed a further or continuing waiver of such term or any other term, and Provider's failure to assert any right or provision under these terms of service shall not constitute a waiver of such right or provision.

We reserve the right to amend these terms at any time and for any reason, without advance notice to you. Although we may attempt to notify you when major changes are made to these Terms of Service, you are advised to periodically review the most up-to-date version of these terms on this page, so that you are aware of any changes. Once we make the new terms available, these changes become effective immediately and if you use the Website after they become effective, it will signify your agreement to be bound by the changes. Where applicable, the English version of the Terms of Service will prevail over any foreign language versions.

13. Other

The word teen is used to describe young adults of age 18 to 20 years. We shall delete quickly any content we suspect might feature persons under the age of 18. If you believe that any content appearing on the Website features persons under the age of 18, please provide us with notice (<https://info.xvideos.com/legal/control>).

In case you are a consumer, you represent and warrant to us that we provided you with information to the extent required by applicable consumer protection legislation in advance before entering into a contract. We hereby inform you of your right to withdraw from the contract for any reason, in order to do so, you must inform us in writing within 14 days from the conclusion of the contract. If you withdraw from the contract after the Provider start providing the services within abovementioned period, we may request payment of the services you have already used. The minimum period of service is for 1 month. The contract is concluded for an indefinite time period, you may terminate the contract at any time for any

reason by canceling your subscription. You have a right to submit a warranty claim to the Provider and the Provider is obliged to accept this claim and deal with it. The claim must be submitted to the Provider without undue delay, no later than within two months from the date of the defective provision of the Service. The Provider is obliged to deal with the claim without undue delay within one month from submission of the claim. If the Provider finds the claim justified and the defect can be fixed, a consumer may demand either a repair or supplementing what is missing, or a reasonable price reduction. If a defect cannot be fixed and prevents the proper use of the Service, the consumer may either withdraw from the contract or demand a reasonable price reduction.

Go back to [**XNXX INFO PAGE \(/\)**](#) - [**CONTACT US \(/CONTACT\)**](#)